

EXTEND ROBOTICS LIMITED

**STANDARD TERMS AND CONDITIONS (WEBSITE SALES)
FOR THE SUPPLY OF ROBOTICS PRODUCTS (DEVLEOPER KITS) (V 1.0)**

Order Form

Customer Name (including legal structure, i.e. "limited", if applicable):

Customer trading address:

Details completed via Online Portal

We hereby confirm that the above order correctly sets out our requirements and is subject to the accompanying Terms above which form part of the Purchaser's agreement with the Company and which we have read and understood.

..... (Signed)

1. **DEFINITIONS**
 - 1.1 In these terms and conditions ('Terms'):
 - 'Company' means Extend Robotics Limited, incorporated in England and Wales with registered number 12171849;
 - 'Order' means the Purchaser's order for the Product(s), as completed on the website and detailed in the order form set out in the **Error! Reference source not found.** and in any specification sent to the Purchaser prior to acceptance by the Company of the Order;
 - 'Product(s)' means any computer hardware, peripheral equipment, computer software or other products which the Company supplies at the relevant time, further details of which are set out in the Order Form and as described in the Company's presentation to the Purchaser;
 - 'Purchaser' means the person to whom the Company agrees to supply the Products;
 - 'Services Agreement' means the agreement which accompanies these terms for the purposes of the installation of any Product(s) in accordance with paragraph 4.3;
 - 'Software Licence Agreement' means the Software Licence Agreement which accompanies these terms in accordance with paragraph 2.3;
 - 'Working System' means the passing of all tests set out in 0
 - "Writing", and any similar expression, includes facsimile transmission and similar means of communication, but not electronic mail.
 - 1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.
2. **APPLICABILITY**
 - 2.1 The Company shall supply and the Purchaser shall accept and pay for the Products in accordance with any order for the Products (including any specification for them) which the Purchaser accepts, subject to these Terms, shall constitute the entire contract between the parties, to the exclusion of any other terms or conditions, except as provided by paragraphs 2.2. and 2.3.
 - 2.2 No variations or amendments of or additions to these Terms shall be binding on the Company unless confirmed in writing by an authorised representative of the Company.
 - 2.3 Where any of the Products consist of or incorporates the use of any associated software, its use shall be subject to the terms and conditions of:
 - 2.3.1 the Company's Software Licence Agreement, in the case of software produced by the Company; or
 - 2.3.2 the Supplier's Services Agreement and/or such other terms and conditions as may be applicable, in the case of other software, shall also apply, where the Supplier is also supplying services (e.g. in relation to an exhibition).
3. **ORDERS**
 - 3.1 No contract shall come into existence until the Company has accepted the Purchaser's order.
 - 3.2 The Company shall not be deemed to have accepted the Purchaser's order until the Company's authorised representative has confirmed the order in writing.
 - 3.3 The Company shall not commence any services pursuant to the Services Agreement until cleared funds have been received from the Purchaser in respect of the Order.
4. **DELIVERY**
 - 4.1 The Purchaser shall give the Company any necessary information prior to delivery/installation and, in accordance with any instructions given by the Company, make any necessary preparations to facilitate delivery and (where appropriate) installation of the Products, and shall reimburse the Company for any costs, charges or expenses incurred by the Company as a result of the Purchaser's failure to do so.
 - 4.2 Delivery of the Products shall take place, and their installation (if so requested by the Purchaser and agreed and arranged by the Company) shall be carried out by the Company or its nominated installer in the manner and at the place or places specified in the Company's quotation or confirmation of the Purchaser's Order. No installation is offered in the standard offering, installation support should be discussed and agreed separately with the company.
 - 4.3 Any installation of the Products carried out by the Company shall be on the Company's standard terms and conditions for such services, as set out its Services Agreement and subject to the Company's charges or on the standard terms and conditions of the nominated installer and subject to the nominated installer's charges which in either case are in force at the relevant time.
 - 4.4 The Company shall notify the Purchaser when any installation has been successfully completed, and can provide a schedule of standard demonstration tests to be executed to prove satisfactory operation, as more particularly described in 0. Once this has taken place and is successful, the Product shall be deemed to be fully operational and working and constitute a Working System.

4.5 Whilst the Company will endeavour to meet any delivery dates quoted for the Products, such dates shall not form part of the contract for supply of the Products, and for the avoidance of doubt the time of delivery shall not be of the essence, and the Company shall have no liability whatsoever for any delay in delivery of the Products, howsoever caused.

4.6 All risk of damage to or loss of the Products shall pass to the Purchaser at the time of delivery, but title to any Products (other than software products) shall not pass to the Purchaser until the Company receives payment in full of the price.

4.7 Title to any software products shall not pass to the Purchaser but shall at all times remain vested in the Company or the software supplier, as the case may be.

5. WARRANTY

5.1 In respect of any Products which are manufactured or supplied by a third party, the Company shall, where possible, assign to the Purchaser the benefit of any guarantee or warranty given by the manufacturer or supplier to the Company, subject to any exclusions set out in the Order.

5.2 The Company shall not be obliged to repair or replace a defective product or component or to reimburse the Purchaser where the manufacturer or supplier of the defective product or component is not obliged to repair or replace the defective product or component or to reimburse the Company under the provisions of any guarantee or warranty given by the manufacturer or supplier to the Company.

5.3 Any Products produced by the Company (except software products) are warranted against defects in workmanship and materials for the period (**Warranty Period**) specified in the Company's guarantee document which accompanies the Product on delivery and which shall be for a period of [one] year, subject to any terms and conditions stated on the packaging or inside it.

5.4 Warranty repairs will only be undertaken upon receipt of the applicable documentation required to validate warranty status, as outlined in any specific commercial warranty terms and conditions applicable to the Product and accompanying it or on our website at www.extendrobotics.com.

5.5 The Warranty Period begins:

5.5.1 where installation is to be carried out by the Company, on the date installation is completed or, if the Company is prevented from installing the Products by any cause beyond its control for more than thirty (30) days from the date of delivery, on the thirtieth (30th) day after delivery;

5.5.2 in any other case, on the date of delivery.

5.6 The Company shall have no liability to the Purchaser in respect of any defect in workmanship or materials which is not notified to the Company within the Warranty Period and which relates to Product(s) manufactured by the Company. Where the Product is manufactured by a third party (e.g. Ufactory's Xarm6), the Purchaser will need to contact the manufacturer directly and in accordance with the notice period/time limit set out in the manufacturer's written guarantee. We are happy to help co-ordinate any warranty issues if the manufacturer is initially unresponsive or unhelpful.

5.7 The Company's sole responsibility under the warranty given under paragraph 5.3 shall be either to repair or to replace, at the Company's option and during the Company's normal working hours, any component of the Products which fails during the Warranty Period due to defective workmanship or materials and through no fault of the Purchaser, its employees or agents. If, however, the Company is unable to repair or replace any component of the Products, the Customer's remedy shall be limited to a refund of the price for the Product in question (where this has been paid). All replaced equipment or parts shall become the Company's property.

5.8 Unless otherwise agreed, no repair work shall be carried out at the Purchaser's premises and the warranty given under paragraph 5.3 shall be conditional on the Purchaser promptly returning the Products, securely packaged, to the Company for investigation of any alleged defect, and on the Purchaser providing the Company with written details of the alleged defect.

5.9 If on investigation the Company determines that any Products in respect of which the Purchaser has made a warranty claim are not defective within the terms of the warranty given under paragraph 5.3, the Purchaser shall pay the Company's standard charges for the time being in force for any work carried out.

5.10 Where under the terms and conditions of the Warranty, the Purchaser is entitled to return a defective Product or a component thereof to the Company, or to some other manufacturer or supplier as the case may be, the Purchaser shall bear the cost of or shall reimburse the Company for the cost of freight and insurance to return the Product or the component to the point of repair or the place of manufacture or distribution. The Purchaser shall also bear the labour costs of removing the Product from the Purchaser's premises.

5.11 The Warranty does not apply to any Product which is operated or modified contrary to the instructions issued with the Product or the recommendations of the Company or the manufacturer or supplier.

5.12 The Warranty does not apply to any Product or any component which has not been maintained according to the Company's or the manufacturer's or the supplier's instructions, which has had its serial number removed or altered, or which has been subjected to abuse, negligence or other improper treatment or has been otherwise damaged after the time of delivery.

5.13 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law or otherwise as to the quality or fitness of the Products or their correspondence with any description or sample are excluded to the fullest extent permitted by law.

6. PAYMENT

6.1 The price of the Products shall be the Company's quoted price or, where no price has been quoted, the price listed in the Company's price list current at the date of the Company's acceptance of the Purchaser's order. The Company reserves the right to vary its price list from time to time. Any price change shall become effective immediately upon the Company giving written notice to the Purchaser, except that the Company will honour the prices contained in written quotations provided by the Company to the Purchaser for any specified period.

6.2 The Purchaser shall pay the Company the price for the Products promptly, and no later than fifteen (15) days after the Company issues an invoice or if purchased via our website at Check out.

6.3 The Purchaser shall not be entitled to make any deduction or set-off in respect of the price or withhold payment of any part of the price for any reason.

6.4 The Company will not place any order with the manufacturer or dispatch its own hardware (where it is the manufacturer) before payment in cleared funds has been received from the Purchaser.

6.5 All prices for and other charges payable in connection with the supply of the Products are exclusive of any applicable value added tax or any other taxes or duties, which shall be payable in addition to and at the same time as the sum in question. The Purchaser shall not be entitled to any discount on the price unless confirmed in writing by a person authorised by the Company.

7. LIABILITY

7.1 If any claim is brought against the Purchaser alleging that any Product infringes the intellectual property rights of any third party, the Company shall (subject to the following provisions) indemnify the Purchaser against all costs and damages finally awarded against or paid by the Purchaser in settlement of the claim, provided that the Company is given prompt written notice of the claim and the conduct of any proceedings or negotiations in connection with the claim and all reasonable assistance, and provided no settlement of the claim is made without the Company's consent.

7.2 In the defence or settlement of any such claim, the Company may (at its option) obtain for the Purchaser the right to continue to use any such Product, or replace or modify the same so that it becomes non-infringing, or (if none of the foregoing options is, in the Company's reasonable opinion, commercially or technically practicable) grant the Purchaser a credit for the depreciated value of such Product and require its return.

7.3 The Company shall have no liability to the Purchaser in respect of any alleged infringement based upon the use or sale of any Product in combination with any other product or device not supplied by the Company, or except as expressly provided by this paragraph.

7.4 Except in the case of death or personal injury caused by the negligence of the Company, the Company shall not be liable to the Purchaser by reason of any representation or any express or implied term or any duty at common law or otherwise, in respect of any claim for any economic or consequential loss or damage (including loss of profit and the cost of obtaining of replacement products), or for any loss or damage in excess of the price for the Products, whether or not caused by the negligence of the Company or its employees or agents, arising out of the supply or non-supply of the Products or their use by the Purchaser.

7.5 The Company shall not be liable to the Purchaser insofar as the Company is prevented from performing its obligations by any circumstances beyond its reasonable control.

8. THE COMPANY'S PROPERTY AND PERSONNEL

8.1 All documentation and test equipment (including diagnostic software) to be used by the Company's personnel at the Purchaser's premises for the installation of any Products shall remain the property of the Company or the licensor of the Company and shall be for the Company's sole use and may be removed when so required by the Company.

8.2 The Purchaser shall take all reasonable precautions to ensure the health and safety of the Company's personnel whilst they are on the Purchaser's premises for any reason in connection with the supply, installation or repair of the Products.

9. **CANCELLATION AND TERMINATION**

9.1 No order for the Products which has been accepted and confirmed by the Company may be cancelled or re-scheduled without the prior written consent of the Company.

9.2 The Company may terminate the contract for the supply of the Products without any liability on the part of the Company by giving written notice to the Purchaser in any of the following circumstances:

9.2.1 if the Purchaser fails to pay on the due date the price for the Products or breaches any other provision hereof and (if the breach is capable of remedy) fails to remedy the breach within fifteen days of written notice from the Company requiring it to do so; or

9.2.2 if the Purchaser makes or offers to make a voluntary arrangement with its creditors, or goes into liquidation (otherwise than voluntarily for the purpose of amalgamation or reconstruction) or becomes subject to an administration order, or if a receiver is appointed over any part of its business or assets.

9.3 The exercise by the Company of any of its rights will not prejudice any of its other rights or remedies.

10. **GENERAL PROVISIONS**

10.1 Any contract subject to these terms and conditions is not assignable by the Purchaser without the prior written approval of the Company.

10.2 The Company may sub-contract the performance of the contract for supply of the Products in whole or in part.

10.3 If any of the Products are transferred to a third party, the Purchaser shall notify such third party of any of the Company's product safety notices, recommendations or operating instructions, and of any restrictions under these terms and conditions relating to the Products, and the Purchaser shall indemnify the Company for any costs or expenses incurred by the Company as a result of the Purchaser's failure to do so.

10.4 No waiver by either party of any breach of any of these terms and conditions shall constitute a waiver of any other breach of the same or any other term or condition. Any waiver to be effective must be in writing.

10.5 Any notice to be given by either party under these terms and conditions to the other shall be served by sending the same by registered (signed for) pre-paid post (or air mail if overseas) or recorded delivery, to the intended recipient at the address set out in the Order Form or otherwise notified to it by the other. Notice shall **not** be validly served if sent by email. Notice shall be deemed delivered at the time stated on the postal or courier's service's certificate of posting.

10.6 English law shall govern these Terms, and any contract for the supply of the Products, and the parties shall submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 2 - Working System

The following list confirms a “working System” for the purposes of paragraph 4.4:

- Robot arm is able to follow the movement of the user's hand controller at 6 degrees of freedom by press-holding the grasping button, while user's hand controller is placed inside the end effector of the digital twin of the robot arm.
- User is able to see live 3D coloured visualisation of the workspace around the robot arm, rendered in the virtual reality scene, captured by the SenseKit installed on the base of the robot arm, visualised through user's headset as well as projected on the laptop screen (and additional screen if it is connected to laptop, e.g. TV screen).
- The 3D visualisation of the workspace around the robot arm overlays with the digital twin of the robot arm in the geometrically correct manner.
- User has the option to record the motion of the digital twin of the robot arm, while operating in VR, save recording and later replay the exactly same motion in the same VR interface.
- Large fast motion operated by the user, or collision to hard objects will trigger failsafe protection placed in the system to cause robot arm to stops moving. Pressing a button by following the instruction in VR will regain control.